

BARTON CREEK FARMERS MARKET TESTIMONY/HOLD HARMLESS AGREEMENT

Business Name: _____

Owner Name(s): _____

Owner Agent(s): _____

I, _____,

(name of seller and all who work at market for said seller) (hereinafter called "Seller") in consideration of being provided selling space at the Barton Creek Farmers Market, agree to the following terms and conditions: 1. Seller shall indemnify, defend and hold harmless Barton Creek Square Mall and the Barton Creek Farmers Market agents, servants, employees, and volunteers from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees, regardless of the merit or outcome of any such claim or suit arising from or in any manner connected to the willful misconduct or negligent acts, errors, or omissions of Seller, its agents and employees in connection with Seller's participation in the Barton Creek Farmers Market and in the performance of services, work or activities under this Agreement and the Barton Creek Farmers Market Vendor rules. 2. Seller acknowledges receipt of and agrees to comply with each and every rule, regulation, procedure, term and condition set forth in the Barton Creek Farmers Market Vendor Rules as presented on the New Vendor page of the website, bartoncreekfarmersmarket.org. In witness in whereof, this Agreement is executed this _____ day of _____, _____.

Signature(s) of Seller and all who work at the market for said Seller:

